

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**UNIVERSAL ATLANTIC SYSTEMS,
INC.,**

Plaintiff,

v.

**HONEYWELL INTERNATIONAL, INC.,
Defendant.**

CIVIL ACTION

NO. 17-4660

ORDER

AND NOW, this 12th day of April, 2018, upon consideration of Defendant's Motion to Transfer Venue or Dismiss (ECF No. 21 & 23), Plaintiff's Response in Opposition (ECF No. 24), and Defendant's Reply thereto (ECF No. 27), **IT IS HEREBY ORDERED** as follows:

- (1) Defendant's Motion to Transfer Venue (ECF No. 21) is **DENIED**.
- (2) Defendant's Motion to Dismiss (ECF No. 21) is **GRANTED IN PART AND DENIED IN PART**.
 - a. Defendant's Motion to Dismiss Count One (breach of contract) is **DENIED**.
 - b. Defendant's Motion to Dismiss Count Two (intentional interference with contractual relations) is **GRANTED**. Count Two is **DISMISSED WITH PREJUDICE**.
 - c. Defendant's Motion to Dismiss Count Three (negligent misrepresentation) is **GRANTED**. Count Three is **DISMISSED WITH PREJUDICE**.
 - d. Defendant's Motion to Dismiss Count Four (promissory estoppel) is **GRANTED**. Count Four is **DISMISSED WITH PREJUDICE**.

BY THE COURT:

/s/Wendy Beetlestone, J.

WENDY BEETLESTONE, J.